

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MEREDITH ELISE SAUM,

Plaintiff,

vs.

SAMSON TUG AND BARGE
COMPANY, INC., an Alaska corporation,

Defendant

AT LAW AND IN ADMIRALTY

Case No.

COMPLAINT FOR CARGO LOSS

For claims against defendant Samson Tug and Barge Company, Inc., plaintiff Meredith Elise Saum alleges as follows:

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 & 1333. The claims alleged are admiralty and maritime claims within the meaning of Fed. R. Civ. P. 9(h).

2. Plaintiff Meredith Elise Saum ("Saum"), is a resident of Fairbanks, Alaska.

3. Defendant Samson Tug and Barge Company, Inc. ("Samson") is an Alaska corporation engaged in the business of ocean common carriage of merchandise for hire in this district.

4. On or about July 25, 2020, Saum purchased one (1) 2004 Hummer H1 vehicle equipped with custom components ("the Hummer") from Dwayne Lane

Chrysler Jeep in Everett, Washington, under terms that required Dwayne Lane Chrysler Jeep to ship the Hummer to Saum in Fairbanks, Alaska.

5. On or about August 7, 2020, Samson received and accepted from Dwayne Lane Chrysler Jeep a cargo consisting of the Hummer in good order and condition.

6. Samson issued its straight bill of lading number SAM208362, a copy of which is attached and incorporated herein as Exhibit 1, requiring delivery of the Hummer to Saum in Fairbanks, Alaska, after discharge in Valdez, Alaska.

7. Samson loaded the Hummer on a barge operated by Samson and towed by a tug operated by Samson, for ocean carriage to Valdez, then through transportation to Fairbanks, for ultimate delivery to Saum. The tug and barge sailed from Seattle on or about August 14, 2020.

8. As a proximate consequence of Samson's breach of its duties as a common carrier under the bill of lading and the Harter Act, 46 U.S.C. §§ 30701-07, the Hummer was never delivered to Saum. On information and belief, the Hummer was totally destroyed on or about August 24, 2020, aboard the Samson barge or during discharge at Valdez.

9. At all times pertinent, Saum was the consignee of the bill of lading, entitled to possession of the Hummer and entitled to enforce the bill of lading against Samson for her benefit and the benefit of any other person having an interest in the Hummer. Saum has performed all conditions on her part to be performed.

10. As a proximate consequence of the breach of duties by Samson as alleged above, Saum has sustained damages in an amount to be proven at trial, but not less than \$215,000.

PRAYER

Wherefore, plaintiff Meredith Elise Saum prays as follows:

A. That judgment be entered against defendant Samson in favor of plaintiff Saum according to proof in the amount of the fair market value of the Hummer in late August, 2020, at Fairbanks, Alaska, in good order and condition, plus interest at one percent (1.0%) per month, and for Saum's attorney fees and costs; and

B. That plaintiff Saum have such other and further relief as the justice of this cause may require.

Dated this 20th day of August, 2021.

s/Terence K. McGee
Terence K. McGee, WSBA # 6221
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SITKA • VALDEZ • CORDOVA • SEWARD • KODIAK
FAIRBANKS • KING COVE • DUTCH HARBOR • ADAK
STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

DATE OF B/L 08/07/2020	VOYAGE NO. 1064	BARGE	RECEIVING NO. / BOOKING NO. SWH475900 SAM208362	STB PRO NO.
PORT OF LOADING Seattle		PORT OF DISCHARGE Valdez	DESTINATION Fairbanks	BEYOND CARRIER
CONSIGNEE: Please show complete address include zip Saum, Meredith 1233 Lois Ln Fairbanks, AK 99712		SHIPPER: Dwayne Lane Chrysler Jeep 10515 Evergreen Way Everett, WA 98204		BILL TO: Dwayne Lane Chrysler Jeep 10515 Evergreen Way Everett 98204
TELEPHONE (907) 888-7983		TELEPHONE (425) 267-9000		TELEPHONE (425) 267-9000
CONSIGNEE REFERENCE NO.		SHIPPER'S REFERENCE NO.		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> OTHER (Please specify)

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Qty.	HAZ MAT	Kind of Pkg.	Description of Goods and Leading Marks: Seal Number, etc.	Weight	Container Number
1	Y	PC	2003 Hummer H1 15'5 x 7'3 UN3166, Vehicle, flammable gas powered or Vehicle, fuel cell, flammable gas powered, CL 9	7,200.00	SET TEMP °F
					It is understood household goods and personal effects will be released at \$.10 per pound .
					SAMSON TUG AND BARGE CO., INC. RECEIVING STAMP AND AFFILIATES In accordance with the tariffs or service contracts in effect at date of shipment. Bill of lading and liability provisions available at www.samson tug.com Received: (Qty) 1 (Units) CAR only
					AUG 07 2020
					Equip Or Ctrl. No
					By: Measurements, marks, numbers, quantity contents, values and descriptions represented by shipper but unknown and not viewed by Receiver

HAZARDOUS MATERIALS

24 HOUR EMERGENCY CONTACT INFORMATION: Chemtrec #810557
(800)424-9300

PLACARDS PROVIDED FOR THIS LOAD:

Received by Carrier, from the shipper above named the goods or packages said to contain goods, hereinafter mentioned, in apparent good order and condition unless otherwise indicated in this Bill of Lading, to be transported on deck on the barge named herein, subject to all terms and conditions of this Bill of Lading, to the port of discharge, or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges due thereon, with liberty, in the discretion of the carrier before or after shipment or loading and whether or not the goods, in whole or in part, are shut out from the vessel named herein for any cause, to substitute, or forward the whole or any portion of the goods under the terms of this Bill of Lading by any other vessel or vessels although prior to subsequent, of the carrier's own line, or at the option of the carrier, of any other line.

Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished to the carrier by the shipper or his representative; the carrier shall not be responsible for the correctness of marks or of the number, quantity, weight, gauge, measurement, contents, nature, quality or value of the cargo.

The shipper by tendering this Bill of Lading agrees that the custody and carriage of the goods is subject to all of the terms and conditions on the reverse hereof and of the Carrier's Bill of Lading and applicable tariffs filed with the Surface Transportation Board or the Federal Maritime Commission. Such terms and conditions shall be binding upon and shall govern the relations, whatsoever they may be, between the carrier on the one hand, and the shipper or consignee on the other, in every contingency, whatsoever and wheresoever occurring and also in the event of deviation or abandonment of the voyage, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms or conditions of this Bill of Lading shall be deemed to have been waived by the carrier, unless by express waiver in writing signed by a duly authorized agent of the carrier. Shipper hereby certifies that he is familiar with all the terms and conditions of said Bill of Lading and tariffs so filed and posted. Said terms and conditions are hereby agreed to by the shipper and accepted for himself and/or his assigns.

IN TENDERING THIS BILL OF LADING, the shipper, consignee, pledgee, holder or endorsee of this Bill of Lading, or owner of the goods, agree that all freight engagements, dock receipts, shipping orders, or other agreements whatsoever in respect to the shipment of the goods are superseded by this Bill of Lading and agree to be bound by all its terms whether written, typed, printed or stamped on the front or back hereof or incorporated by reference herein, any local customs or privileges to the contrary notwithstanding, and agree that this Bill of Lading shall have the effect of special contract. Shipper acknowledges and agrees that the described cargo will be carried by barge and possibly tandem tow.

This is to certify that the above named materials are properly classified, packaged, marked, and labeled, in proper condition for transportation according to the applicable regulations of the Department of Transportation.

IN WITNESS WHEREOF, the Master or Agent of the vessel has signed this Bill of Lading

Shipper's Name (Please Print)

By _____
(Shipper's Signature)

By _____
For the Master

Received \$ _____ To
apply in prepayment of the
charges on the property
described hereon.

☐ Cash

☐ Check No. _____

☐ M/C VISA

Agent or Cashier

Per _____
(The signature here
acknowledges only the
amount prepaid.)

Where the rate is dependent on value,
shipper's are required to state specifically
in writing the agreed or declared value of
the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not

Exceeding _____ per _____